

AG Contract No.: KR02-1517TRN  
ADOT ECS File: JPA 02-96  
Project No. HRF-MMO-0-774  
TRACS No. HF074 01C  
Section: Pierce Ferry Road & Ocotillo  
Road  
Intersection  
HURF Exchange Program

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
MOHAVE COUNTY

THIS AGREEMENT is entered into 7th October, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and MOHAVE COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$319,950.00 Highway User Revenue Funds (HURF) in Fiscal Year 2002 to the County for the construction of improvements to Pierce Ferry Rd. & Ocotillo Rd. intersection, and such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$390,514.00 in Fiscal Year 2002.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

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NO. 25536

Filed with the Secretary of State

Date Filed: 10/07/02

Betsy Bayless

Secretary of State

By Walter D. Haeuwold

## **II. SCOPE OF WORK**

### **1. The County will:**

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same, and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project construction cost, at the start of construction.

d. Invoice the State for thirty percent of the project cost, at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance. Provide ADOT with a letter documenting the notice of the approval and acceptance of the project.

f. Invoice the State for the remaining ten percent of the project cost at the one hundred percent project completion stage after the Town, WACOG, and the State (ADOT) representatives have completed final project review.

### **2. The State will:**

a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II, 1c., d., and f. above.

b. Withhold from WACOG, federal funds and the obligation authority of federal funds \$390,514.00 in Fiscal Year 2002 for construction.

## **III. MISCELLANEOUS PROVISIONS**

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue – Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602-712-7424)

Mohave County  
County Manager  
P.O. Box 7000  
Kingman, AZ 86401

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**MOHAVE COUNTY**

**STATE OF ARIZONA**

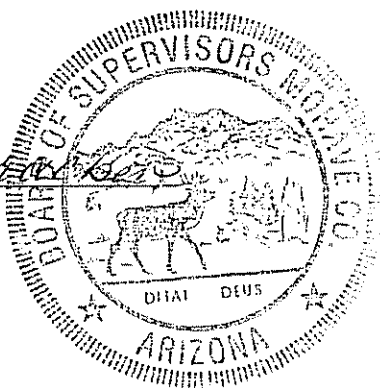
Department of Transportation

By *Tom Sockwell*  
TOM SOCKWELL  
Chairman of the Board

By *Dale Buskirk*  
DALE BUSKIRK, Acting Division Director  
Transportation Planning Division

**ATTEST**

By *Barbara Bracken*  
BARBARA BRACKEN  
County Clerk



RESOLUTION

BE IT RESOLVED on this 22nd day of August, 2002, that I, the undersigned MARY LYNN TISCHER, Director of the Transportation Planning Division, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the MOHAVE COUNTY, for the purpose of the exchange of \$319,950 in Highway User Revenue Funds (HURF) to the County for the construction of improvements to Pierce Ferry Rd. & Ocotillo Rd. intersection, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy Director of Transportation Planning Division for approval and execution.

  
\_\_\_\_\_  
MARY LYNN TISCHER, Division Director  
Transportation Planning Division

When recorded, return to:  
Mohave County Board of Supervisors  
Post Office Box 7000  
809 E. Beale Street  
Kingman, Arizona 86402

**RESOLUTION NO. 2002- 328**

**WHEREAS**, the Board of Supervisors of Mohave County, Arizona met in Regular Session this 3<sup>rd</sup> day of September, 2002; and

**WHEREAS**, Mohave County is a body politic and corporate of the State of Arizona, (hereinafter "**Mohave County**" or the "**County**") as prescribed within the Arizona constitution, Article XII, Section 1 and Arizona Revised Statutes ("**A.R.S.**") Title ("**Ttl.**") 11, Chapter ("**Ch.**") 1, Article ("**Art.**") 1, Section ("**Sec.**") 11-110; and

**WHEREAS**, in A.R.S. Ttl. 11, Ch. 2, Art. 4, Sec. 11-251(30), the State of Arizona has authorized the Mohave County Board of Supervisors ("**the BOS**") to do that which is necessary to carry out its functions; and

**WHEREAS**, in A.R.S. Ttl. 11, Ch. 7, Art. 3, Sec. 11-951, *et seq* authorizes the joint exercise of powers between and amongst Mohave County and the State of Arizona ("**the State**"), acting through its Department of Transportation, where it will further the public interest; and

**WHEREAS** the State has approved the exchange of \$319,950.00 Highway User Funds (HURF) in Fiscal Year 2002 to the County for the Construction of improvements to Pierce Ferry Road and Ocotillo Road intersection, and

**WHEREAS** such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$390,514.00 in Fiscal Year 2002; and

**WHEREAS**, the BOS desires to enter into the attached Intergovernmental Agreement ("**the IGA**") with the State of Arizona, with the County providing the design plans, specifications and other such documents and services required for construction bidding and construction; and

**WHEREAS** the County will call for bids, award construction contract(s) for the project, administer, make payments to the contractor(s), and invoice the State in accordance with the attached IGA: and

**WHEREAS** upon completion, approve, accept the project as complete and provide maintenance, and provide ADOT with a letter documenting the notice of approval and acceptance of the project, and

**WHEREAS**, the subject IGA has been approved by the Mohave County Attorney directly, or through his designated Deputy County Attorney as prescribed by A.R.S. Ttl. 11, Ch. 7, Art. 3, Sec. 11-952; and

**WHEREAS**, the County is empowered by reasons including without limitation A.R.S. Ttl. 11, Ch.7, Art. 3, Sec. 11-952 and Ttl. 11, Ch. 2, Art. 4, Sec. 11-251 to enter into the IGA,

**NOW BE IT THEREFORE RESOLVED**, the BOS hereby approves the attached IGA with the State of Arizona pertaining to the design, construction, and maintenance of the improvements to the intersection of Pierce Ferry and Ocotillo,

**BE IT FURTHER RESOLVED**, the County and its BOS authorizes the Board Chairman, as its representative, to execute the IGA and related documentation on behalf of the County; and

**BE IT FURTHER RESOLVED**, the terms of this Resolution including the approval of the IGA as to the County, shall be effective immediately, and the IGA shall be effective as of the date specified in the IGA, upon it being fully executed and filed in the official records of the Arizona Secretary of State.

**APPROVED, PASSED, AND ADOPTED** this 3 day of September, 2002.

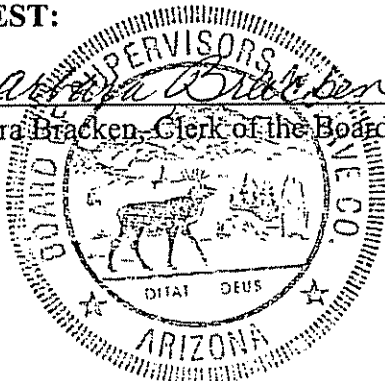
**MOHAVE COUNTY**, a body politic and corporate of the State of Arizona



Tom Sockwell, Chairman of the Board of Supervisors

**ATTEST:**

  
Barbara Bracken, Clerk of the Board

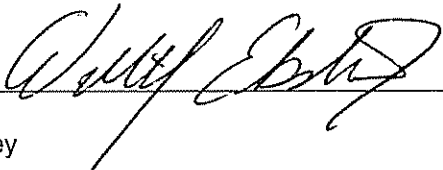


JPA 02-96

APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3 day of September, 2002.

  
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Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646

JANET NAPOLITANO  
ATTORNEY GENERAL

MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-1517TRN, an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED September 19, 2002.

JANET NAPOLITANO  
Attorney General

A handwritten signature in cursive script that reads "Susan Davis".

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/srs

Att.